

3-0688 14-17

AGREEMENT

Between

Madison Borough

BOROUGH OF MADISON

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

(White Collar Workers)

Local No. 1037

X FOR THE TERM COMMENCING JANUARY 1, 1986

AND ENDING DECEMBER 31, 1987

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PREAMBLE

This Agreement, made this 13th day of May 1986, by and between the BOROUGH OF MADISON, New Jersey, hereinafter referred to as the "Borough" and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, LOCAL NO. 1037, hereinafter referred to as "CWA", is designed to maintain and promote a harmonious relationship between the Borough of Madison and such of its employees who are within the provisions of this Agreement, in order that efficient and progressive public service may be rendered.

# ARTICLE I

## RECOGNITION

### Section 1

The Borough of Madison, New Jersey, recognizes the Communications Workers of America, AFL-CIO as the sole and exclusive bargaining agency in all matters pertaining to rates of pay, wages, hours of work, benefits and other terms and conditions of employment. The job titles included are:

#### FINANCE DEPARTMENT

Administrative Assistant, Payroll  
Administrative Assistant, Purchasing  
Chief Accountant  
Utility Collector  
Accounts Clerk  
Senior Office Assistant

#### ENGINEERING

Construction Code Official  
Administrative Official  
Senior Engineering Assistant  
Senior Office Assistant

#### ADMINISTRATION

Senior Office Assistant  
Receptionist

#### PUBLIC SAFETY

Deputy Court Clerk  
Community Service Officer  
Police Records Clerk  
Senior Office Assistant  
Office Assistant  
Youth Counselor

#### PUBLIC WORKS DEPARTMENT

Senior Office Assistant

### Section 2

Exclusions from this unit are Supervisors within the meaning of the act; Confidential employees; Managerial Executiives; Police Officers; Fire Fighters and Blue Collar workers.

## A R T I C L E   I I

### CONTRACT PERIOD

#### Section 1

This Agreement shall be effective from January 1, 1986 through December 31, 1987.

#### Section 2

By this Agreement the contract and all provisions shall be extended to remain in full force and effect during any period of negotiations on a succeeding contract which continues beyond the expiration date of this contract.

## A R T I C L E   I I I

### HOURS OF WORK

#### Section 1

All employees, with the exception of the Youth Counselor, Community Service Officer and Deputy Court Clerk, shall be scheduled for seven and one-half (7-1/2) hours each day, Monday through Friday. The normal work day starts at 8:00 a.m. and ends at 4:30 p.m. All employees are entitled to one (1) hour lunch period, without pay, each day which may be scheduled between 11:30 a.m. and 2:00 p.m. on the basis of operational need.

#### Section 2 - Overtime

Employees shall receive their rate of pay for any work over thirty seven and one half (37-1/2) hours in a given week that they were directed to do by their Department Head. Employees shall receive one and a half (1-1/2) their rate of pay for any work over forty (40) hours in a given week that they were directed to do by their Department Head.

#### Section 3

Employees may take a ten (10) minute break from work in the morning and a ten (10) minute break from work in the afternoon.

## A R T I C L E   I V

### RATES OF PAY

#### Section 1

Each employee will be classified in accordance with skills used and shall be paid not less than the rate for such

## RATES OF PAY - (contd.)

classification in accordance with the table of job classification and rate of pay in the schedules which are attached hereto and made part of this Agreement. Bargaining unit work shall not be performed by other workers on a permanent basis or by temporary employees hired just for that purpose.

### Section 2

Longevity pay shall be considered as part of base wages for the purpose of computing overtime, holiday pay, vacation pay, sick pay, retirement and any other benefits. Entitlement of Longevity is based on the employee's initial date of hire as follows:

	<u>1986</u>	<u>1987</u>
After 5 full years of service	\$100/yr.	\$100/yr.
After 10 full years of service	200/yr.	200/yr..
After 15 full years of service	325/yr.	350/yr.
After 20 full years of service	450/yr.	500/yr.
After 25 full years of service	575/yr.	650/yr.

### Section 3

Any position not covered by the attached schedules that appears to be within the scope of this unit or any positions which may be established during the life of this Agreement shall be subject to negotiations between the Borough and the Union. The employer maintains the right to create a new classification and to negotiate with the Union regarding the rate of pay for such position.

### Section 4

The Borough agrees to pay wages earned on a bi-weekly basis which will include wages for overtime hours. Payday shall be on Friday in accordance with the following schedule:

The work week shall commence at 12:01 a.m. Sunday and end 12:00 midnight the following Saturday. Wages will be bi-weekly for all straight and overtime hours. Payment of wages earned in that bi-weekly period will be paid on Friday following the bi-weekly period reported. Employees will be paid during a.m. work hours. When payday falls on a holiday then the preceding day will be payday.

### Section 5

There shall be an increment program established which will be based on satisfactory performance. Performance standards and goals shall be mutually formulated. Should there be no agreement on such standards and goals, Management shall establish such standards and goals. This agreement thereto will be subject to resolution through the grievance procedure.

## RATES OF PAY - (contd.)

Management shall perform a formal written evaluation of each employee by April 1st of each year based on performance, goals and standards. All employees whose performance is satisfactory will be granted an incremental salary increase on base salary effective the following July 1st. If performance is not satisfactory as of April 1st, employees must attain a satisfactory performance rating by June 30th of that year to receive an increment effective July 1st. This increment program will effect eligible employees who have not reached the maximum (step 8) of their range.

## A R T I C L E V

### PROMOTIONS, DEMOTIONS AND TRANSFERS

#### Section 1

It is the intention of the Borough to fill job vacancies with qualified personnel from within the bargaining unit before hiring new employees.

#### Section 2

Promotion is hereby defined as a move from a lower level of responsibility to a higher level of responsibility and would include a lower pay grade to a higher pay grade.

#### Section 3

Notice of all job vacancies shall be posted on the bulletin board. This notice will remain on the bulletin board for five (5) days and will include job title, labor grade and a brief description of the job duties including qualifications and necessary skills. Only those employees who make application during the posting period will be considered for the job.

#### Section 4

Promotions shall be offered to a qualified Borough employee who has bid for the job.

#### Section 5

An employee who is promoted to a higher position shall receive the rate of the new job classification. All employees so promoted shall be placed on the higher rated job for a limited trial period up to forty-five (45) days. In the event the employee does not perform satisfactorily at any time during the trial period, such employee shall be given his former position without any loss of seniority or pay.

## ARTICLE VI

### SICK LEAVE AND PERSONAL LEAVE

#### Section 1

Each employee shall be entitled to thirteen (13) sick leave days at the beginning of each calendar year. Two (2) of the thirteen (13) days may be used as Personal Days annually. Unused sick leave days shall be cumulative from year to year with a maximum accumulation of two hundred and seventy-five (275) days.

#### Section 2

If an employee is on sick leave more than four (4) consecutive days, acceptable medical evidence substantiating the illness may be requested by the Borough. After four (4) Friday or Monday absences, the Borough may request medical certification.

#### Section 3

Employees requiring sick leave in excess of that provided for above will be granted sick leave without pay up to six (6) months with consideration by the Council through the Borough Administrator of extension beyond six months. Employees on sick leave will continue to accrue seniority.

#### Section 4

Each employee reaching retirement age will be entitled to time off with pay prior to their retirement date of one-half (1/2) of his/her accumulated sick leave days not to exceed sixty (60) working days. No additional compensation will be made if the employee elects to continue to work during that interval.

#### Section 5

Time spent in the care of a sick family member is allowable as sick leave.

#### Section 6

A Personal Day is defined as leave for purposes of attending to an urgent personal responsibility which cannot be scheduled outside of working hours. Personal Days cannot be used in conjunction with a holiday and must be taken one (1) at a time. Whenever possible, an employee shall submit written notice in advance to his/her supervisor of his/her intention to use a Personal Day. Such written notice shall set forth the reason for the use of the Personal Day. In cases where it is not possible for an employee to provide advance notice of the use of a Personal Day, the employee upon return to work shall provide his/her supervisor with written confirmation of the use of a Personal Day including an explanation of the reason a Personal Day was used.



## A R T I C L E   V I I

### VACATIONS

#### Section 1

Vacation entitlement shall be based on the employee's date of hire according to the following schedule:

<u>Period of Employment</u>	<u>Vacation</u>
0-1 year service	One (1) day for each full month worked up to a maximum of ten (10) work days.
1 year service	2 weeks
6 years service	3 weeks
13 years service	4 weeks

#### Section 2

Upon mutual agreement between the employer and employee, those employees who have served the Borough for twenty (20) years may choose to receive one (1) day's pay (current rate at the time) added to their base pay in lieu of added vacation time during the twenty-first (21st) through the twenty-fifth (25th) years of service. Should they choose this option, such employees shall be granted one (1) more day's pay upon completion of their twenty-fifth (25th) year of service to the Borough. Those employees not choosing this option shall be granted additional vacation time as follows:

<u>Period of Employment</u>	<u>Vacation</u>
20 years service	21 days
21 years service	22 days
22 years of service	23 days
23 years service	24 days
24 years service	5 weeks

## A R T I C L E   V I I I

### HOLIDAYS

Each of the following holidays are recognized by the Borough and shall be paid for as seven and one-half (7-1/2) hours at the straight time hourly rate without performing work:

HOLIDAYS - (contd.)

New Year's Day

January 2, 1987

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

December 26, 1986

A paid holiday shall be considered as a day worked for the purpose of computing overtime. Should any of the listed holidays fall on Saturday, the preceding Friday shall be considered the holiday and paid accordingly. Should any of the listed holidays fall on Sunday, the following Monday shall be considered the holiday and paid accordingly.

A R T I C L E IX

MILITARY LEAVE

Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the Universal Military Training and service Act and amendments thereto, shall be granted all rights and privileges provided by the Act.

An employee called to serve ANACDUTRA (Annual Active Duty Training) will be excused from work for this period and will be paid his regular daily earnings for such time he is required to be in ANACDUTRA attendance.

A R T I C L E X

FUNERAL LEAVE

In the event of a death in the immediate family of an employee, or the death of a relative who resides with the employee, the Borough will grant a leave of absence with pay up to and including the day of the funeral, not to exceed three (3) days. Should the employee require additional days' leave to attend to matters related to the death, the employee may use sick days, personal days or vacation days.

For the purpose of this Article, the immediate family shall include wife, husband, child, father, father-in-law, mother,

FUNERAL LEAVE - (contd.)

mother-in-law, sister, sister-in-law, brother, brother-in-law or grandparents.

A one (1) day leave, with pay, will be granted in the death of a cousin, aunt, uncle or spouse's grandparents.

A R T I C L E   X I

CREDIT FOR PRIOR SERVICE

Section 1

An employee hired by Madison on or after January 1, 1983 who was previously employed by the State of New Jersey, a County Government in New Jersey or Municipality in New Jersey, shall be given credit for this prior service.

Section 2

The employees described above shall be credited with additional sick days beyond those provided for in an amount equal to the number of sick days previously accumulated but not used during the period of prior service; provided, however, that additional sick days shall not exceed a maximum of fifty (50) sick days and that no credit shall be given for any previously accumulated sick days for which such employee was paid upon terminating said prior service.

Section 3

These employees shall be entitled to a credit for prior service for purposes of determining the entitlement to longevity increments as provided in this Agreement (Article IV, Section 2), by treating the number of years of prior service as additional years of Borough employment for purposes of said determination.

Section 4

Employees previously enrolled in the New Jersey State Health Benefits Program shall be allowed to transfer these benefits immediately upon starting work with the Borough.

Section 5

In the event of any conflict or inconsistency between this Section and any other Section of this Agreement, the provisions of this Section shall apply.

Section 6

The provisions of this Section take effect immediately upon

CREDIT FOR PRIOR SERVICE - (contd.)

approval of this Agreement and shall apply to any employee whose employment commenced on or after January 1, 1983; provided, however, there shall be no entitlement to retroactive benefits for period prior to the effective date.

A R T I C L E   X I I

JURY DUTY

An employee called for jury duty will be excused from work for the period actually in attendance in Court and he/she will be paid his/her regular daily earnings for such time as he/she is required to be in attendance in Court.

A R T I C L E   X I I I

PENSION PROGRAM

The Pension Program will be in accordance with the State of New Jersey Public Employees retirement system Program.

A R T I C L E   X I V

LAYOFF AND RECALL

The Borough may layoff employees only due to a temporary lack of work. In such event, employees may be laid off in the order of least seniority within their respective classification. Notice of such layoffs shall be given one (1) month before the scheduled layoff simultaneously to the employee and the Steward. Any employee laid off shall be placed on the recall list for a period of one (1) year. The Borough, upon rehiring, shall do so in the inverse order of seniority. The Borough shall rehire the last employee laid off. Notice shall be made by registered mail to the last known address of such employee. Failure to report for work within five (5) days following the posting will disqualify the employee for recall. The Borough shall not hire from the open market while employees on the recall list are capable to perform the duties of the vacant position and are ready, willing and able to be re-employed.

## A R T I C L E   X V

### DISABILITY

#### Section 1

The Borough will pay any employee injured in the line of duty full pay up to one (1) year as prescribed by a physician designated by the Borough, if that injury is of a temporary nature (temporary disability benefits). Any employee permanently injured and unable to return to his/her position shall be retired from his/her work as provided for in the State pension system and Worker Compensation Laws at the time a physician certifies that this is necessary.

#### Section 2

While any employee is receiving temporary benefits from the Workmens Compensation insurance carrier and full pay from the Borough, he/she will reimburse the Borough in the amount of temporary disability benefits received.

#### Section 3

An employee will not be required to compensate the Borough for any permanent disability benefits received.

#### Section 4

When an employee is temporarily disabled in the line of duty, said disability shall not infringe on the employee's sick time.

## A R T I C L E   X V I

### HEALTH CARE INSURANCE PROGRAM

#### Section 1

All employees will be eligible to participate in the State Health Benefits Program. The Borough shall bear the cost of full coverage for each employee together with his applicable dependents in the bargaining unit.

#### Section 2

A pre-paid Dental Plan covering employees and their eligible dependents shall be purchased by the Borough at its expense subject to a maximum employer contribution of \$275 per employee per year. Research on the Dental Plan shall be done by the Union and approval of the plan will be by the Borough.

## A R T I C L E XVII

### SAFETY AND HEALTH

#### Section 1

The Borough shall make reasonable provisions for the safety and health of its employees during the hours of their employment. The Borough will discharge its responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment. The Borough will set up necessary job safety and health programs for all employees covered by this Agreement as it deems necessary, and shall provide a reasonably safe and healthful place of employment for all employees.

#### Section 2

The parties agree to cooperate in maintaining and improving safe working conditions and health protection for the employees consistent with established safety standards and in the promotion of safety, safe working habits and good housekeeping throughout the work environment. Each employee will comply with all safety rules and regulations.

#### Section 3

Employee complaints of unsafe or unhealthful conditions shall be reported to the immediate supervisor and shall be promptly investigated. If necessary corrective action shall be initiated as soon as practicable to remedy the condition within safety guidelines.

#### Section 4

Employees shall not be required to work under conditions of work which are unsafe or unhealthful.

#### Section 5

A designated and duly authorized member of the Union shall serve on the Borough Health and Safety Committee. The purpose of the Committee is to resolve local health and safety issues.

#### Section 6

If an employee incurs an on-the-job injury during regular hours of employment requiring professional medical attention, the Borough will expedite such medical treatment by calling for an ambulance, if required, or providing transportation to a recognized medical facility when the injured employee can be moved.

#### Section 7

Committee meetings shall be scheduled at the request of the Union but in no case shall be held more often than once during a three-month (3) period.

SAFETY AND HEALTH - (contd.)

Section 8

Where reasonably possible, all Committee meetings shall take place during working hours and the Union representative shall suffer no loss of pay as a result of attendance at such meetings.

Section 9

This provision shall not be construed as conveying any additional liabilities upon either party with respect to health or safety.

Section 10

References to safety are intended to include a concept of reasonable personal security and protection which shall be maintained to assure employees against physical harm.

A R T I C L E XVIII

TUITION REIMBURSEMENT

Effective January 1, 1986, employees are eligible for tuition reimbursement for job related courses offered by a certified educational institution to a maximum of \$300. Employees must submit a course description prior to enrollment. The Borough Administrator will determine whether a course is eligible. Upon completion of the approved course, proof that the employee satisfactorily completed requirements will be necessary for a tuition refund.

A R T I C L E XIX

DISCIPLINE AND DISCHARGE

Section 1

It is agreed that nothing herein shall in any way prohibit the Borough from discharging or otherwise disciplining any employee for good and just cause.

Section 2

A copy of any written reprimand or memo to the file will be sent to the Shop Steward the same day that it is given to the employee.

## DISCIPLINE AND DISCHARGE - (contd.)

### Section 3

Before an employee is suspended, the Shop Steward or his alternate shall be notified and may be present when the action is taken.

### Section 4

The Shop Steward shall be notified not less than twenty-four (24) hours prior to the discharge of any employee; a Union representative may meet with the Borough Administrator to review and discuss the matter within said twenty-four (24) hour period.

### Section 5

When warnings are given in writing, a copy of such warning shall be given to the employee and the Shop Steward.

### Section 6

Any action taken by the Borough under this Article shall be subject to Article XX Grievance and Arbitration.

## A R T I C L E   X X

### GRIEVANCE AND ARBITRATION PROCEDURE

#### Section 1

A grievance within the meaning of this Agreement shall be any dispute between the parties involving interpretation or application of any provisions of this Agreement.

#### Section 2

An aggrieved employee shall present his/her grievance within five (5) working days of its occurrence or such grievance shall be deemed waived.

#### Section 3

In the event of such grievance, the steps hereafter set forth shall be followed:

##### Step 1

The employee and the Shop Steward, or the employee individually, but in the presence of the Shop Steward, shall take up the complaint with the immediate supervisor. In the event the complaint is not satisfactorily settled within two (2) working days, the employee or the Shop steward shall forward the grievance to the next step in the procedure



## GRIEVANCE AND ARBITRATION PROCEDURE - (contd.)

within two (2) working days.

### Step 2

The Shop Steward will discuss the grievance with the head of the department involved and the grievant. In the event the grievance is not satisfactorily adjusted the Shop Steward shall take up the grievance at the next step within two (2) working days.

### Step 3

The Union representative, the Borough Administrator and the grievant shall meet to discuss the grievance within five (5) working days of the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within five (5) working days, the grievance may be taken to arbitration by the Union within thirty (30) days.

### Step 4

The Union may take the case to arbitration. Should the Union elect to arbitrate, the Union will apply directly to the Public Employment Relations Commission for appointment of an arbitrator within thirty (30) days of the termination of time limits at step three (3). The expense of the arbitrator shall be borne equally by the parties. The award of the arbitrator shall be final and binding on the employer, the Union and the employee or employees involved, and the parties agree to comply therewith. The impartial arbitrator shall only have the authority and power to interpret and apply the provisions of this Agreement to the grievance presented. The arbitrator may not alter or add to the provisions of this Agreement by the decision.

## A R T I C L E XXI

### DUES CHECK OFF

#### Section 1

The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123 Public Laws of 1974 N.J.S.A. (R.S.) 52:14-15.9e as amended.

#### Section 2

No deductions will be made for any month in which there is insufficient pay available to cover the same after all other deductions, by law, have been made. Deductions for a prior month's

## DUES CHECK OFF - (contd.)

dues will not be made in respect to such dues, except where the Borough, through error or oversight, failed to make the deduction in any monthly period

### Section 3

Deduction of Union Dues and Representation Fees, made pursuant hereto, shall be remitted by check by the Borough to the Union, c/o Secretary/Treasurer, Communication Workers of America, AFL-CIO, 1925 K Street N.W., Washington, D. C. 20006, by the tenth (10th) day of the month following the calendar month in which such deductions are made, together with a list of the employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local Union President.

### Section 4

A new dues deduction authorization card will automatically cancel any prior authorization card on file with the Borough.

### Section 5

The Union shall indemnify and save the Borough harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting same to the Union pursuant to this Article.

### Section 6

Part-timers will pay dues, based on a prorated basis.

## A R T I C L E XXII

### UNION RIGHTS

#### Section 1

The Borough recognizes the right of the Union to designate one (1) Shop Steward and one (1) Alternate who will represent both the White Collar Workers and the Supervisors Unions.

#### Section 2

The Steward is a representative of the Union at Madison Borough. As such, the Steward will communicate with Bargaining Unit Members as necessary after working hours. Additionally, the Steward will investigate and discuss with Management any worksite problems in accordance with the Grievance Procedure herein.

#### Section 3

The Shop Steward or alternate, after requesting permission

## UNION RIGHTS - (contd.)

and being granted approval from his supervisor prior to leaving job, shall be permitted to investigate, present and process grievances without loss of time or pay.

### Section 4

The Borough will be advised in writing within one (1) week of the election, of the names of the Shop Steward and Alternate who have been authorized to act on behalf of the Union.

### Section 5

Bulletin Board - The Borough agrees to provide a suitable board for the exclusive use by the Union to post official notices relating to meetings and other Union affairs.

### Section 6

The Borough will notify the Shop Steward, in writing, of any promotions and transfers within five (5) days of this action.

### Section 7

The Borough will provide the Union with an updated list of covered employees which shall be a copy of the salary and wage ordinance or contract.

### Section 8

All written notification shall be made to Shop Steward, Borough of Madison.

### Section 9

A Steward or Alternate will be granted leave without pay for the purpose of attending to Union business outside the premises of the Borough upon approval of the Borough Administrator.

### Section 10

At the time promotional opportunities are posted, a copy will be sent to the Steward.

### Section 11

Notices of all job vacancies will be sent to the Shop Steward at the time they are posted.

### Section 12

The Steward will be notified in writing at the same time as the employee of termination of employment and demotions.

## UNION RIGHTS - (contd.)

### Section 13

Union officials shall be admitted to Borough premises on Union business. Union Officials will have the opportunity to consult with employees in the unit before the start of the work shift, during lunch or breaks, or after completion of the work shift. Access to the premises for the purpose of holding meetings to organize workers as set forth in this paragraph shall not be given by the Borough to any employee organization other than the Communication Workers of America, or to any officer or representative of any other organization for the purpose of communicating with employees in this unit.

### Section 14

The Shop Steward shall have super seniority in case of layoff in his/her classification.

## A R T I C L E XXIII

### MANAGEMENT RIGHTS

#### Section 1

The Borough hereby retains the right to manage and control all departments whose employees are covered under this Agreement and in addition retains the right to direct the working force, hire, promote, transfer, discipline or discharge employees for just cause.

#### Section 2

The Borough, in accordance with the applicable laws and regulations, retains full jurisdiction and authority over matters of policy and retains the right to relieve employees from duties because of lack of work or other legitimate reasons, in order to maintain the efficiency of Borough operations entrusted to them and to determine the methods, means, and personnel by which such operations are to be conducted, and further to take whatever other actions deemed necessary to carry out the mission of the Borough in any situation whatsoever.

## A R T I C L E XXIV

### NO STRIKE - NO LOCKOUT

During the life of this Agreement, the Union agrees that there shall be no strike of any kind, slowdown, sit-down, stay-in,

NO STRIKE - NO LOCKOUT - (contd.)

boycott, picketing, work stoppage or any other type of organized interference, coercive or otherwise with the Borough's business, and further that the Union will take every reasonable step to prevent its members from participating in any such activity, including but not limited to ordering all members who participate in such unauthorized activity to cease and desist from same immediately and to return to work. In cases of unauthorized activity described herein, the Borough may impose disciplinary measures or discharge the employees directly or indirectly involved. In consideration of the foregoing, the Borough agrees not to lockout or cause to be locked out any employee covered under the provisions of this Agreement.

If the above procedure is followed, the Union, its officers and agents shall not be held liable for any such unauthorized acts.

A R T I C L E XXV

NONDISCRIMINATION

Neither the Borough nor the Union will discriminate against any employee or those seeking employment because of race, creed, color, sex or national origin, nor because of membership or non-membership in any church, society or fraternity.

A R T I C L E XXVI

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues and shall govern all wages, rights and responsibilities of the parties which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement unless here specified. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

A R T I C L E XXVII

SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court competent jurisdiction or through Government regulations or decree, this entire Agreement shall not thereby be invalidated, but the effect thereof shall be limited to the provisions thus affected.

A R T I C L E XXVIII

DURATION

This Agreement shall be in full force and effect as of January 1, 1986 and shall be in effect to and including December 31, 1987, without any reopening date. On or after September 1, 1987 either party may serve notice upon the other party of a desire to change, modify or terminate the Agreement for succeeding contract years.

BOROUGH OF MADISON

Elizabeth D. Bumpston  
Mayor

James L. Bell  
Administrator

Dennie Hinson  
Deputy Borough Clerk

COMMUNICATIONS WORKERS OF AMERICA

<sup>20/</sup>  
<sup>5/8/86</sup>  
Kathleen A. King  
National Representative

Michael J. Hopkins  
President

Matthew J. Wilson  
Shop Steward

Marg Bednarick  
William J. Sweeney

CWA WHITE COLLAR EMPLOYEES SALARIES

EFFECTIVE JANUARY 1, 1986

<u>NAME</u>	<u>TITLE</u>	<u>RANGE</u>	<u>STEP</u>	<u>SALARY</u>
A. Alise	Admin. Assist. Payroll	5	9	17,427
M. Bednarick	Utility Collector	8	9	24,867
A. Bruno	Senior Office Assistant	4	10	18,980
M. Franceski	Senior Office Assistant	4	6	16,115
M. Galton	Senior Office Assistant	4	6	16,115
S. Grass	Youth Counselor	7	4	20,777
C. Kirkland	Off. Assist. Proj. Pride	3	3	13,793
L. Greco	Senior Office Assistant	4	5	15,731
J. James	Receptionist	2	3	12,970
M. LePore	Police Records Clerk	3	4	14,156
A. Lowenthal	Senior Office Assistant	4	9	17,266
E. McGuire	Deputy Court Clerk	3	4	14,156
M. Mirlocca	Sr. Engineering Assistant	10	10	31,951
R. Modero	Chief Accountant	8	4	23,429
J. Pabst	Const. Code Official	10	4	28,792
F. Piccola	Accounts Clerk	1	7	11,326
M. Polidor	Deputy Tax Collector	5	5	15,892
R. Tisi	Senior Office Assistant	4	7	8,46/hr
D. Warshall	Admin. Assist. Plan./Zoning	6	2	17,660

BOROUGH OF MADISON

CWA WHITE COLLAR WORKERS LOCAL #1037

1986 SALARY SCHEDULE

Steps	1	2	3	4	5	6	7	8	9	10
Range										
1	9,886	10,126	10,366	10,606	10,846	11,086	11,326	11,566	11,806	
2	12,370	12,670	12,970	13,270	13,570	13,870	14,170	14,470	14,770	
3	13,153	13,473	13,793	14,156	14,476	14,796	15,116	15,436	15,756	
4	14,387	14,707	15,027	15,347	15,731	16,115	16,499	16,819	17,266	18,980
5	14,612	14,932	15,252	15,572	15,892	16,212	16,532	16,852	17,427	
6	17,340	17,660	17,980	18,300	18,620	18,940	19,260	19,580	19,900	
7	19,817	20,137	20,457	20,777	21,097	21,417	21,737	22,057	22,377	
8	22,469	22,789	23,109	23,429	23,749	24,069	24,389	24,709	24,867	
9 & 10	27,382	28,152	28,472	28,792	29,112	29,432	29,752	30,072	30,392	31,950

Effective January 1, 1986, all White Collar employees shall be placed at their step and range on this salary schedule.

Effective July 1, 1986, employees hired prior to July 1, 1985 shall be eligible to receive increments on that date according to ARTICLE IV 5.



BOROUGH OF MADISON

CWA WHITE COLLAR WORKERS LOCAL #1037

1987 SALARY SCHEDULE

Steps	1	2	3	4	5	6	7	8	9	10
Range										
1	11,136	11,376	11,616	11,856	12,096	12,336	12,576	12,816	13,056	
2	13,600	13,920	14,220	14,520	14,820	15,120	15,420	15,720	16,020	
3	14,403	14,723	15,043	15,363	15,726	16,003	16,323	16,643	16,963	
4	15,637	15,957	16,277	16,597	16,981	17,237	17,749	18,069	18,516	20,230
5	15,862	16,182	16,502	16,822	17,142	17,462	17,782	18,102	18,677	
6	18,588	18,908	19,230	19,550	19,870	20,190	20,512	20,830	21,150	
7	21,067	21,387	21,707	22,027	22,347	22,667	22,987	23,307	23,627	
8	23,719	24,039	24,359	24,679	24,999	25,319	25,639	25,959	26,117	
9 & 10	29,082	29,402	29,722	30,042	30,362	30,682	31,002	31,322	31,642	33,200

Effective January 1, 1987, all White Collar employees shall be placed at their step and range on this salary schedule.

Effective July 1, 1987, employees hired prior to July 1, 1986 shall be eligible to receive increments on that date according to ARTICLE IV 5.

SIDE LETTER OF AGREEMENT

The Union and the Borough agree that representatives of the Borough and Union will meet during the contract term of this Agreement to discuss job descriptions and classifications. Any agreement reached as a result of these discussions shall be considered during the next contract negotiations. This committee will begin meeting no later than January 1, ~~1985~~ 1987.

FOR THE UNION

Kathleen A. King  
Kathleen A. King

7-16-84

FOR THE BOROUGH OF MADISON

James R. Allison  
James R. Allison

7/14/84

4/9/86

Mary M. Wilson  
LAW 4/9/84

JUN 16 10 02 AM '86

PERC